

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATION OF GRANT OF SECURITY IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROPLAN INC.		04/12/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADA ENTERPRISE EMERGENCY FUNDING CORPORATION		
Street Address:	79 Wellington Street West, 30th Floor, TD South Tower		
City:	City of Toronto, Province of Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1N2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3593612	AEROPLAN	
Registration Number:	5728041	AEROPLAN	
Registration Number:	4857136	FIXED MILEAGE FLIGHT REWARDS	
Registration Number:	6078089	AEROPLAN	
Serial Number:	90518667	AEROPLAN ELITE	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-526-6154		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Barbara A. Barakat, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	109149.113		
DOMESTIC REPRESENTATIVE			
Name:	Barbara A. Barakat, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		

OP \$140.00 3593612

Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
NAME OF SUBMITTER:	Barbara A. Barakat
SIGNATURE:	/barbara a. barakat/
DATE SIGNED:	04/15/2021
Total Attachments: 7 source=IP security agreement aeroplan canada enterprise emergency funding corporation#page1.tif source=IP security agreement aeroplan canada enterprise emergency funding corporation#page2.tif source=IP security agreement aeroplan canada enterprise emergency funding corporation#page3.tif source=IP security agreement aeroplan canada enterprise emergency funding corporation#page4.tif source=IP security agreement aeroplan canada enterprise emergency funding corporation#page5.tif source=IP security agreement aeroplan canada enterprise emergency funding corporation#page6.tif source=IP security agreement aeroplan canada enterprise emergency funding corporation#page7.tif	

CONFIRMATION OF GRANT OF SECURITY IN INTELLECTUAL PROPERTY

This Confirmation of Grant of Security in Intellectual Property Agreement is made as of April 12, 2021, by and between:

AEROPLAN INC., having its registered office located at 7373 De La Côte-Vertu Boulevard West, Station Airport, P.O. Box 14000, City of Montréal (Borough of St-Laurent), Province of Québec, H4S 1Z3

(the “**Grantor**”)

and:

CANADA ENTERPRISE EMERGENCY FUNDING CORPORATION, having an office at 79 Wellington Street West, 30th Floor, TD South Tower, City of Toronto, Province of Ontario, M5K 1N2

(the “**Secured Party**”)

WHEREAS the Grantor is the proprietor and/or registered owner of the Intellectual Property registrations and/or applications set forth on Schedule 1 annexed hereto (the “**Intellectual Property**”);

WHEREAS the Grantor and the Secured Party have entered into that certain deed of hypothec (the “**Deed of Hypothec**”) dated April 12, 2021 as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor has granted to the Secured Party a hypothec and security interest in all right, title and interest of the Grantor in and to the Intellectual Property (among other collateral) together with the goodwill of the business symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “**Collateral**”);

WHEREAS the Grantor and the Secured Party have registered and published the Deed of Hypothec in accordance with applicable law, including the laws of the Province of Quebec; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the grant of security interest provided for in the Deed of Hypothec and the hypothec created thereunder on the Intellectual Property with the Canadian Intellectual Property Office (the “**CIPO**”) and the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Deed of Hypothec and that, pursuant to the Deed of Hypothec, the Grantor has granted to and in favour of the Secured Party a hypothec and security interest in the Collateral, including the Intellectual Property listed in Schedule 1 attached hereto.

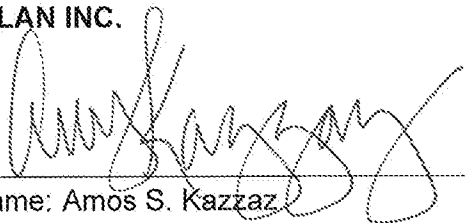
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec and security interest on the Intellectual Property are more fully set forth in the Deed of Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Deed of Hypothec, the terms of the Deed of Hypothec shall govern.
3. The Grantor hereby authorises the firm of Davies Ward Phillips & Vineberg LLP to record this agreement with CIPO and retain U.S. counsel to record this agreement with the USPTO, as applicable, and to receive any confirmations related thereto.
4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
6. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties as of the date first hereinabove set forth.

AEROPLAN INC.

by



Name: Amos S. Kazzaz

Title: Director

CANADA ENTERPRISE EMERGENCY
FUNDING CORPORATION

by

Name: Zoltan Ambrus

Title: President and Chief
Executive Officer

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties as of the date first hereinabove set forth.

AEROPLAN INC.


CANADA ENTERPRISE EMERGENCY
FUNDING CORPORATION

by

Name: Amos S. Kazzaz

Title: Director

by



Name: Zoltan Ambrus

Title: President and Chief
Executive Officer

SCHEDULE 1

Trademarks:

Country	Registered Owner	Description of Trademark	Expiration Date YY/MM/DD	CIPO Registration
Canada	Aeroplan Inc.	Aeroplan (wordmark)	2024-10-07	TMA434203
Canada	Aeroplan Inc.	Aéroplan (wordmark)	2025-06-16	TMA443807
Canada	Aeroplan Inc.	Aeroplan (wordmark)	2025-06-16	TMA443809
Canada	Aeroplan Inc.	Aeronote (wordmark)	2022-09-25	TMA697133
Canada	Aeroplan Inc.	Aéronote (wordmark)	2022-09-25	TMA697134
Canada	Aeroplan Inc.	Aérogold (wordmark)	2022-01-10	TMA392763
Canada	Aeroplan Inc.	Aéro Or (wordmark)	2022-01-10	TMA392764
Canada	Aeroplan Inc.	Aeroplatinum (wordmark)	2021-05-01	TMA663501
Canada	Aeroplan Inc.	Aerofinite (wordmark)	2021-04-26	TMA663377
Canada	Aeroplan Inc.	Aeroblack (wordmark)	2021-07-07	TMA667152
Canada	Aeroplan Inc.	Aerosilver (wordmark)	2021-05-01	TMA663502
Canada	Aeroplan Inc.	Aero Platinum (wordmark)	2031-12-07	TMA957367
Canada	Aeroplan Inc.	AÉRO PLATINE (wordmark)	2031-12-07	TMA957368
Canada	Aeroplan Inc.	Aeroplan Elite (wordmark)	NA	Application number 2044916
Canada	Aeroplan Inc.	Sortez la carte gagnante Aeroplan (wordmark)	2023-08-18	TMA721257
Canada	Aeroplan Inc.	Aeroplan Play the Winning Card	2023-06-03	TMA715834

Country	Registered Owner	Description of Trademark	Expiration Date YY/MM/DD	CIPO Registration
		(wordmark)		
Canada	Aeroplan Inc.	Aeromove (wordmark)	2022-05-24	TMA688088
Canada	Aeroplan Inc.	Vol ClassiquePlus (wordmark)	2023-02-21	TMA708014
Canada	Aeroplan Inc.	VolClassique (wordmark)	2023-02-12	TMA707181
Canada	Aeroplan Inc.	ClassicPlus Flight (wordmark)	2023-02-12	TMA707180
Canada	Aeroplan Inc.	Classicflight (wordmark)	2023-02-12	TMA707179
Canada	Aeroplan Inc.	Aeroplan Orange Patch Design (wordmark)	2023-08-05	TMA720300
Canada	Aeroplan Inc.	Aeroplan Arrival (wordmark)	2025-01-12	TMA756909
Canada	Aeroplan Inc.	Market Fare Flight Rewards (wordmark)	2031-10-20	TMA952805
Canada	Aeroplan Inc.	Star Challenge (wordmark)	2030-05-19	TMA903798
Canada	Aeroplan Inc.	Défi des Étoiles (wordmark)	2030-05-19	TMA903802
Canada	Aeroplan Inc.	Fixed Mileage Flight Rewards (wordmark)	2031-08-23	TMA947123
Canada	Aeroplan Inc.	Primes Aériennes à Milles Fixe (wordmark)	2031-10-06	TMA951532
Canada	Aeroplan Inc.	Data Philanthropy (wordmark)	2032-11-10	TMA984673
Canada	Aeroplan Inc.	Philanthropie des Données (wordmark)	2032-11-10	TMA984674
USA	Aeroplan Inc.	AEROPLAN (wordmark)	2029-03-24	3593612
USA	Aeroplan Inc.	AEROPLAN & Orange Patch Design (wordmark)	2029-04-16	5728041
USA	Aeroplan Inc.	FIXED MILEAGE FLIGHT REWARDS (wordmark)	2025-11-17	4857136
USA	Aeroplan Inc.	AEROPLAN (wordmark)	2030-06-16	6078089
USA	Aeroplan Inc.	AEROPLAN ELITE (wordmark)	NA	Application number 90518667
EU	Aeroplan Inc.	AEROPLAN (wordmark)	NA	Application number

MI#: 3541582.3

Country	Registered Owner	Description of Trademark	Expiration Date YY/MM/DD	CIPPO Registration
				18395108

Mt#: 3541582.3